

AMERICAN ARBITRATION ASSOCIATION

FRATERNAL ORDER OF POLICE, LODGE :
NO. 5, :
: Case No. 01-15-0006-0306
-and- :
: Grievant: Officer Joseph Sees
CITY OF PHILADELPHIA :
:

SETTLEMENT AGREEMENT

WHEREAS, the City of Philadelphia ("City") and the Fraternal Order of Police, Lodge No. 5 ("FOP") are parties to a collective bargaining agreement; and,

WHEREAS, Joseph Sees ("Sees"), Payroll # [REDACTED] was employed by the City as a Police Officer and a member of the bargaining unit represented by the FOP; and,

WHEREAS, on November 30, 2015, Sees was charged with, and ultimately dismissed for, the following violation of the Disciplinary Code: Conduct Unbecoming, 1-S026-10 (Engaging in any action that constitutes the commission of a felony or a misdemeanor which carries a potential sentence of more than (1) year), and the dismissal was effective December 28, 2015; and

WHEREAS, Sees initiated a grievance, contending that the City violated the collective bargaining agreement; and,

WHEREAS, the City denies that it has, in any way, violated the collective bargaining agreement with the FOP; and,

WHEREAS, the matter has proceeded unresolved to the above-captioned arbitration; and,

WHEREAS, the parties wish to resolve this matter without resort to further litigation;

NOW, THEREFORE, the parties agree as follows:

1. Sees shall be reinstated to the Philadelphia Police Department ("Department") as a Police Officer, but he will not be entitled to back pay.

2. The City shall restore Sees's sick time that was forfeited on the date of Sees's dismissal on December 28, 2015. At the time of his dismissal on December 28, 2015, Sees accrued a sick time balance in the amount of 620 hours.

3. The period of time between Sees's dismissal on December 28, 2015 to the date of Sees's reinstatement shall be deemed a leave of absence without pay.

4. Sees shall, within five days of being reinstated, complete all necessary steps (i.e., meet with the Department's Human Resources to complete and submit an executed intent to

retire form, and make an appointment with the City's Board of Pensions) to retire from the Department. The Department agrees to separate Sees within ten days following Sees's meeting with Human Resources.

- a. If Sees fails to meet with Human Resources within the five-day time period, then he will be terminated as an involuntary resignation from the Department, and Sees and the FOP agree that Sees waives any right to challenge this termination, either through the courts, the grievance and arbitration process, the unemployment compensation process, or the Civil Service Commission. Sees also agrees that, if he fails to meet with Human Resources within the five-day period, then he will repay the full cost of the restored sick leave to the Department and waive any contractual right to convert the restored sick leave to extended health care coverage.
- b. If Sees meets with Human Resources during the five-day period, but the effective date of his retirement is delayed because of the Department's failure to process his paperwork, Sees will not be required to repay the full cost of the restored sick leave to the Department.

5. The parties agree that Sees' retirement is not conditioned upon his receipt of a service-connected disability pension.

6. In consideration of the foregoing, the FOP and Sees agree to withdraw, with prejudice, the grievance and demand for arbitration in this matter.

7. Nothing in this Agreement shall be construed as an admission by the City that it, in any way, violated the collective bargaining agreement.

8. This Agreement is not intended in any way to set precedent or to prejudice the respective positions of the parties with respect to this matter or any other future disputes, grievances, or other legal matters. This Agreement may not be introduced, or referred to, for any purpose by either party in any subsequent administrative, judicial, or other legal proceedings. This Agreement may, however, be used in any proceeding necessary to compel enforcement of the Agreement.

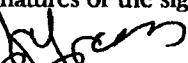
9. By entering into this Agreement, all parties hereto acknowledge that they have read the Agreement, have had the opportunity to review its terms and conditions with their respective counsel, understand said terms and conditions, enter into this Agreement voluntarily, and agree to be bound hereby.

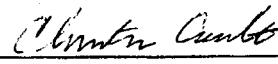
10. In further consideration of the foregoing, the FOP and Sees, and their agents, assigns, heirs, and representatives, release the City, its departments, officials, agents, and employees from any claims they had, have, or may have arising out of, or are related to, the subject matter of the grievance.

11. By entering into this Agreement and in exchange for the promises made herein, Sees, for himself, his agents, legal representatives, assigns, heirs, legatees, administrators, personal representatives and executors voluntarily and of their own free will agree to and hereby do forever release, discharge and hold harmless the FOP, its present or past divisions, affiliates, partners, contracting parties, predecessors, successors or assigns and their respective current and former

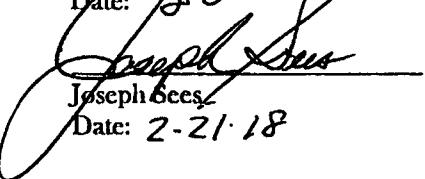
trustees, directors, officers, employees, contractors, members, attorneys and agents of each of them, and any of their successors or assignis, from any and all claims, demands, actions, liabilities and other claims for relief and/or remuneration whatsoever, whether known or unknown, arising from or which could have arisen from the FOP's representation of Sees in connection with the Grievance described above.

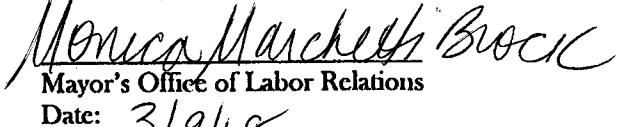
WHEREFORE, the FOP, the City, and Sees, intending to be legally bound by this Agreement, enter into this Agreement this ____ day of February, 2018, as evidenced by their signatures or the signatures of their representatives below.


Fraternal Order of Police,
Lodge No. 5
Date: 2-21-18


Philadelphia Police Department

Date: 3-9-18


Joseph Sees
Date: 2-21-18


Monica Marchetti Brock
Mayor's Office of Labor Relations

Date: 3/9/18

